

# EXHIBIT B

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
TYLER DIVISION

HTC CORPORATION and HTC AMERICA,  
INC.,

Plaintiffs,

vs.

**Case No. 6:18-cv-00243-JRG**

TELEFONAKTIEBOLAGET LM  
ERICSSON and ERICSSON, INC.,

Defendants

**[PROPOSED] VERDICT FORM**

**HTC's Proposal:**

**Question No. 1**

Did HTC prove by a preponderance of the evidence that [REDACTED]

[REDACTED] breached any of Ericsson's commitments [REDACTED]

[REDACTED] on terms that were fair, reasonable, and non-discriminatory?

YES (for HTC) \_\_\_\_\_

NO (for Ericsson) \_\_\_\_\_

**Question No. 2**

Did HTC prove by a preponderance of the evidence that Ericsson breached its obligation of good faith and fair dealing in [REDACTED]

YES (for HTC) \_\_\_\_\_

NO (for Ericsson) \_\_\_\_\_

*If you answered "YES" to question number 1, question number 2, or both questions, do not answer any remaining questions in this verdict form, and sign this form, and notify the Deputy Clerk. If you answered NO to both question number 1 and question number 2 proceed to question number 3.*

**Question No. 3**

Did Ericsson prove by a preponderance of the evidence that HTC failed to respond in good faith to a valid offer?

YES (for Ericsson) \_\_\_\_\_

NO (for HTC) \_\_\_\_\_

*Please date and sign this verdict form and notify the Deputy Clerk that you have completed it.*

Signed this \_\_\_\_ day of February, 2019.

\_\_\_\_\_  
Jury Foreperson

**Ericsson's Proposal:**

We, the jury, unanimously find as follows:

1. Did HTC prove by a preponderance of the evidence that Ericsson failed to negotiate in good faith for a license to Ericsson's essential patents covered by the ETSI IPR Policy?

YES \_\_\_\_\_ NO \_\_\_\_\_

2. Did HTC prove by a preponderance of the evidence that Ericsson failed to make a FRAND offer for a license to Ericsson's essential patents covered by the ETSI IPR Policy?

YES \_\_\_\_\_ NO \_\_\_\_\_

3. Did HTC prove by a preponderance of the evidence that Ericsson breached Ericsson's RAND commitment for WiFi patents to IEEE?

YES \_\_\_\_\_ NO \_\_\_\_\_

4. Did Ericsson prove by a preponderance of the evidence that HTC failed to negotiate in good faith?

YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_  
Jury Foreperson